

REQUEST FOR PROPOSAL

**TO PROVIDE PROGRAM MANAGEMENT SERVICES TO ASSIST THE PARISH IN
GRANT RELATIONSHIPS WITH THE FEDERAL EMERGENCY MANAGEMENT
AGENCY (FEMA) AND THE GOVERNOR'S OFFICE OF HOMELAND
SECURITY/EMERGENCY PREPAREDNESS (GOHSEP)**



RFP No.: 0215

Proposal Receipt Date: June 23, 2010

Proposal Receipt Time: 04:00 P.M.

Jefferson Parish
Department of Purchasing
P. O. Box 9
Gretna, Louisiana 70053

(504)364-2678

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**REQUEST FOR PROPOSAL
FOR
PROGRAM MANAGEMENT SERVICES FOR HAZARD MITIGATION GRANT
PROGRAM (HMGP) FOR GUSTAV/IKE ELEVATION PROJECTS AND 2008 FLOOD
MITIGATION ASSISTANCE (FMA) PROGRAM FOR CLEARY/N.TURNBULL
DRAINAGE PROJECT**

1.1 Background

Jefferson Parish desires to identify and contract with a Program Management Organization (PMO) to manage the parish's grant relationships with the Federal Emergency Management Agency (FEMA) and the Governor's Office of Homeland Security/Emergency Preparedness (GOHSEP). The PMO has to undertake all the tasks necessary to optimize the parish's allocation of funds from the HMGP for Gustav/Ike and FMA 2008 funds and seeks to enter into a new contract for Program Management services.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 21587 from bona fide, qualified proposers who are interested in providing Program Management services in conjunction with FEMA guidelines and procedures, which are lengthy and sometimes complex, for specific mitigation grants, once awarded, to ensure the Parish's grant applications meet the above FEMA guidelines and procedures, maximize the grant awards, and ensure completion of all grant requirements.

1.1.2 Goals and Objectives

The Jefferson Parish Emergency Management Department desires that the new Program Manager work with the current contract holder to ensure a smooth transition of services to Jefferson Parish and the citizens of Jefferson Parish if applicable or required.

References: The standards, tests, and recommended methods that apply to this work are contained in 44 Code of Federal Regulations (CFR).

Vendor Qualifications: Firm must be experienced at providing Program Management services for the projects as outlined in this request for proposal;

and meet the following criteria:

- a) Contractor must be a licensed contractor per LSA-R.S. 37:2150-2163 and furnish current license number with proposal.
- b) Maintain a fully staffed office and necessary equipment to carry out all designated responsibilities.

The Program Manager will be required to manage the \$7,709,704, currently, allocated to Jefferson Parish through HMGP for Gustav/Ike structure elevations and approximately \$4,430,632 submitted for the FMA 2008 drainage project.

The Program Manager must work to convert each award to a specific project by implementing the scope of work in each grant application and insure completion of the projects within the grant time period.

Due to the importance of Benefit Cost Analysis (BCA) in the grant applications The Program Manager must be able to demonstrate in-depth knowledge of and experience with FEMA's BCA software.

The Program Manager should have the necessary experience and knowledge to direct the Parish through the management of the projects including full and complete reporting.

Proposers must provide a minimum of three (3) references, with current contact information for projects of similar scope and size completed within the last two years.

1.2 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
1. RFP mailed to prospective proposers	05-20-2010	
2. Pre-Proposal Conference (Not required)		
3. Deadline to receive written inquiries		7-10 days
4. Deadline to answer written inquiries		14 days after receipt of inquiry
5. Proposal Opening Date	06-23-2010	04:00 P.M.
6. Oral discussions with proposers, if applicable		To be scheduled

- | | | |
|----|--------------------------------------|--|
| 7. | Council Selection via resolution | To be scheduled
(approx. 3-4 weeks
after 6.) |
| 8. | Contract Ratification via resolution | To be scheduled
(approx. 3-4 weeks
after 7.) |

NOTE: The Parish of Jefferson reserves the right to deviate from these dates.

1.3 Proposal Submittal

All proposals shall be received by the Jefferson Parish Purchasing Department **no later than date and time shown in the Schedule of Events.**

Important – Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: **Provide program management services to assist the Parish in Grant Relationships with the Federal Emergency Management Agency (FEMA) and the Governor’s Office of Homeland Security – Emergency Preparedness (GOHSE).**
- Proposal No. **0215**
- Proposal Receipt Date: **June 23, 2010**

Proposals will be received at:

Jefferson Parish Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70053

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the proposer’s chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.4 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the Parish. The letter shall be signed by a person having authority to commit the Proposer to a contract. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Proposal: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish of Jefferson. Financial Proposals are to be submitted in a separate sealed envel

1.4.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response along with eight (8) additional copies of the proposal. Additional copies may be submitted on CD-R/CD-RW media or 3-1/2" diskette as long as data on the disc is formatted in the Word program.

1.4.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer(s) response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer(s) ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.5 Confidentiality

All documents submitted to the parish are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a Proposer deems any document submitted to the parish under this RFP contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S. 44:4 or 4.1, or other provisions of law, the Proposer shall clearly mark the documents as "Confidential" prior to delivering or making them available to the Parish.

(1) If the parish receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the Proposer of such request;

(2) Provided, however, that if any action is commenced against the parish under the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, or otherwise seeking to compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold the parish harmless from any costs, damages, penalties or other consequences of the parish's refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action will authorize the parish to voluntarily provide the information for disclosure under the supervision of the court;

(3) The parish assumes no liability for disclosure or use of any document or portion of this RFP that has not been clearly marked as "confidential" or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.

(4) The Proposer is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

“The data contained in Pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of Jefferson shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of Jefferson’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “**CONFIDENTIAL**.”

The Proposer shall not mark the entire proposal "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, the Parish of Jefferson shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit the Parish of Jefferson from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other parish agency, person or organization for the sole purpose of assisting the parish in its evaluation of the proposal. The parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

1.6 Proposal Clarifications Prior to Submittal

1.6.1 Pre-proposal Conference: NOT REQUIRED FOR THIS RFP.

1.6.2 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any parish employee or parish consultant. The parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the parish. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70053

1.7 Required Affidavits

A. All persons or firms who are under contract which was awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract

must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.

B. In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the Council of the contract or contract amendment:

(1) An affidavit attesting:

a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and

b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and

(2) An affidavit attesting to:

a. Any and all campaign contributions that the affiant has made to elected officials of the parish during the current term; and

b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:

c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.

C. For purposes of this Section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service Districts No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this Section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the Council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for the placement of any insurance using the broker's services and that the Risk Management Department

provides a copy of said invoice to each member of the Council within five days of the Department's receipt of the invoice.

That any person or firm who is a party to a non-bid contract with Jefferson Parish or with any of its agencies, divisions or special districts as of the effective date of this ordinance and who is not in compliance with the terms of Section 2-923 of the Jefferson Parish Code of Ordinances as enacted by this ordinance shall have thirty days from the effective date of this ordinance to either sever any contractual relationships which would cause the person or firm to be in noncompliance with said section, or to fully comply with the provisions of Section 2-923 by submitting all documentation and disclosures required by that section. The Jefferson Parish Council reserves the right to rescind any contract with any person or firm which does not come into compliance with this ordinance within the specified time; or which, after complying with the documentation and disclosure requirements of this section, is deemed to be in violation of any applicable legal, contractual or ethical requirements or provisions.

1.8 Proposal Guarantee: NOT REQUIRED FOR THIS RFP.

1.9 Performance Bond: NOT REQUIRED FOR THIS RFP.

1.10 Changes, Addenda, Withdrawals

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

1.11 Cost of Offer Preparation

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

1.12 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds. The standard general terms and conditions used by Jefferson Parish may be found in

Resolution No. 113646. A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626.

1.13 Taxes

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

1.14 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.15 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Parish of Jefferson shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.16 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussion/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.17 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer(s) to accept these obligations shall result in the rejection of the proposal.

1.18 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Parish of Jefferson must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process.

1.19 Cancellation of RFP or Rejection of Proposals

The Parish of Jefferson reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the Parish to do so.

1.20 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the Parish Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Jefferson Parish Council for the Proposer(s) whose proposal(s), conforming to the RFP, will be the most advantageous to the Parish of Jefferson, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the Parish.

1.21 Award

1.21.1 Award shall be made to the Proposer(s) whose proposal, conforming to the RFP, will be the most advantageous to the Parish of Jefferson, considering price and other factors considered.

1.21.2 The award may be made on the basis of the initial offer or as noted in Part 1.15.

1.22 Notice of Intent to Award

The evaluation committee's recommendation for award shall be forwarded to the Jefferson Parish Council for selection. After the selection by the Jefferson Parish

Council, the Department will notify all unsuccessful Proposers as to the outcome of the evaluation process.

1.23 Insurance Requirements

Contractor shall furnish the Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment "A"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

1.24 Subcontractor Insurance

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

1.25 Indemnification

Notwithstanding the above, the successful proposer shall protect, defend, indemnify, save and hold harmless the Parish of Jefferson, all parish departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of the Parish, its agents, and/or employees. The successful proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

1.26 Fidelity Bond Requirements: NOT REQUIRED FOR THIS RFP

1.27 Payment for Services

The Contractor shall invoice the Jefferson Parish Emergency Management Department on a monthly basis. Payments will be made by the Parish Accounting Department approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Emergency Management Department. Invoices shall include the contract and order number along with services provided, and appropriate documentation to support the invoice. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.28 Termination

1.28.1 The Parish may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the Parish written notice specifying the Parish's failure.

1.28.2 The Parish may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.28.3 The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.29 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Jefferson Parish Council, by council resolution.

1.30 No Guarantee of Quantities: NOT APPLICABLE FOR THIS RFP.

1.31 Audit of Records

The monitoring and auditing of the Contractor's records shall be allowed to the Parish of Jefferson Finance Department and any other appropriate Parish entities.

1.32 EEOC and ADA Compliance

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

1.33 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years after the official closeout of appropriate grants by GOHSEP and letter concurrence by FEMA.

1.34 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish of Jefferson, and shall, upon request, be returned by Contractor to the Parish of Jefferson, at Contractor's expense, at termination or expiration of this contract.

1.35 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the contractor's proposal.

1.36 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Jefferson Parish Council.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/ or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.37 Substitution of Personnel

The Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.38 Force Majeure

The Contractor or Parish of Jefferson shall be exempted from performance under the contract for any period that the Contractor or Parish of Jefferson is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or Parish of Jefferson has prudently and promptly acted to take any and all corrective steps that the Contractor or Parish of Jefferson can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

1.39 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and Jefferson Parish Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

1.40 Claims or Controversies

Contractor does, by signing a contract pursuant to this RFP with the Parish, agrees that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

In addition to the purpose set forth in section 1.1.1 and the goals and objectives set forth in section 1.1.2, the following services are required of the PMO.

Project Management and oversight of the grant application(s) awarded, including but not limited to the following:

To have a thorough knowledge of all relevant HMGP and FMA regulations governing applications.

Perform outreach, if necessary, to identify, find, and inform owners of properties that are defined as repetitively flooded, severely repetitively flooded, and substantially damaged of the options they have under FEMA grant programs.

Monitor progress of each application, which includes FEMA and GOHSEP administration. Work with software programs currently in use that meet the requirements for the management of the application(s). If necessary, develop software programs to assist in the accomplishment of grant requirements.

Create and enforce reporting practices to the Parish, GOHSEP, and FEMA. Advise the administration and the Council on a regular basis along with being available for consultation at any time.

Prepare documentation for GOHSEP and FEMA as required.

Coordinate and document participation of property owners with any of the potential program solutions.

Assist the Jefferson Parish Department of Finance in tracking invoices, expenditures, requests for draw downs, and related financial documents.

Respond to all inquiries from affected homeowners.

Engage in outreach efforts; by obtaining voluntary participation forms and current contact information from all eligible homeowners included in the grant applications, if required.

Provide individual counseling and consultation with affected property owners and manage requests for information about projects.

Assist with the contractual agreement between the Parish, contractor, and homeowner.

Ensure Duplication of Benefits requirements are met.
Oversee schedule scope and budget.

Coordinate with Jefferson Parish Department of Public Works, Department of Capital Projects, and Department of Drainage as required for applicable drainage project.

Coordinate with Engineer firms in the evaluation of technical feasibility of proposed mitigation alternatives and the development of design plans and specifications for elevation alternatives.

Facilitate the draws and reimbursement process for contractors performing work on the projects.

Assist with the work review and acceptance process.

Facilitate required post-mitigation deed restrictions.

Assist the Parish in meeting all grant requirements (record keeping, financial reporting, performance reporting-both the Parish requirements of the consultant and the Parish's requirements as a sub-grantee).

Assist in the identification of eligible contractors.

Assist with grant closeout.

Manage internal requests for information concerning projects with all external requests referred to the Parish Chief Agent for Hazard Mitigation grants located in the Emergency Management Department.

2.2 Period of Agreement

This contract will be a multi-year agreement, unless changed otherwise. The term of any contract resulting from this solicitation shall begin on (or about) August 1, 2010 and shall terminate three (3) years from the award date of the grant application approved by FEMA for mitigation under the HMGP programs associated with Hurricanes Gustav/Ike and FMA 2008. While the normal life span of these FEMA grants are three years, (two years for FMA), FEMA will allow a one-year extension upon request from the Parish to GOHSEP and subsequent approval by FEMA. In the event of any other extenuating circumstances, FEMA will allow an additional one-year extension, beyond the original extension; however, final approval must be obtained from FEMA Headquarters.

2.3 Price Schedule

Proposer shall provide a price schedule for all requested items. Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

2.5 Location

The location the service is to be performed is throughout Jefferson Parish, both in the Incorporated and Unincorporated areas.

2.6 Proposal Elements

2.6.1 Financial

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the Parish to consider.

2.6.2 Technical

Each proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).

Plans for training.

Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.

Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.

References for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.

Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).

Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish of Jefferson, not on the basis of what may be inferred.

3.1 Financial Proposal (Maximum of 100 Points)

The following financial criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish of Jefferson, not on the basis of what may be inferred.

Prices proposed by the Proposers should be submitted in accordance with FEMA and GOHSEP requirements of up to 10% of the grant amounts mentioned in 1.1.2 Goals and Objectives. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. (Alternate, if applicable: ...will be used in the Financial Evaluation Model to calculate lowest evaluated cost.)

The proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the parish. Travel and other allowable expenses shall be reimbursed in accordance with the Parish's General Travel Regulations, within the limits established for Employees as defined by the Parish. All out of state travel will be subject to prior approval by the Department Director or his/her designee.

3.2 Technical Proposal (Maximum of 200 Points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

Weighting Points

1. QUALIFICATIONS AND EXPERIENCE (100)

- A. Specific Experience – similar or larger scope of services currently being provided (70) _____
- B. Personnel- experience of management staff, experience in similar projects, etc. (10) _____
- C. Financial Profile of Company (15) _____
- D. Audiovisual Services Capabilities – amount of available full-time, part-time or temporary employees, etc. (5) _____

2. TECHNICAL APPROACH (100)

- A. Scope of Services (35) _____
- B. Product Quality (35) _____
- C. Project Schedule (30) _____

TOTAL (Financial & Technical) Maximum of (300) Points _____

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

All performance requirements will be based on the accomplishment of the tasks listed in Scope of Work/Services listed in 2.1 above. Quarterly reports, required by GOHSEP and FEMA, must be submitted to the Jefferson Parish Chief Agent for Hazard Mitigation grants located in the Parish Emergency Management Office 10 days prior to September 30th, December 31st, March 31st and June 30th of each year. The Chief Agent will also be responsible for determining the satisfactory accomplishment of all tasks mentioned above along with feedback to the contractor regarding any shortfalls to include necessary corrective actions.

4.2 Performance Measurement/Evaluation

Selected contractor will provide a weekly Construction Status Report spreadsheet for all projects for each grant by start date, percentage of completion (i.e. 50%, 75%, and 100% completion) to the Chief Agent as in 4.1 above. In the case of elevation projects, they will also be required to provide a weekly Status Summary Sheet spreadsheet for all projects for each grant by categories of certified complete, in construction, preparing for contract, potential reimbursement, inactive, change order, dropped homeowners, and overall property totals of the aforementioned categories.

ATTACHMENT "A"

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 dated 12/09/2009.

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 113646.

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the contractor.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

OWNER'S PROTECTIVE LIABILITY — Not Applicable for this project

BUILDER'S RISK INSURANCE — Not Applicable for this project

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF JEFFERSON**

BEFORE ME, the undersigned authority, personally came and appeared,
_____, who after being duly sworn,
deposed and said that he/she/they are fully authorized _____ of
_____ (hereinafter referred to as affiant), and said affiant
further said:

The following is a complete listing of all subcontractors who may
assist in providing services for the project known as

_____:

Subcontractors, excluding full time employees of firm, who would
assist in providing services for the project:

AFFIANT

**SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____
DAY OF _____, 2010.**

NOTARY PUBLIC

A copy of this affidavit must be attached to all pay requests.

_____ Check here if no additions or substitutions of subcontractors have been
made under this contract or any amendments to this contract.

Signature

Date

Any additions or substitutions of subcontractors, excluding full time employees of firm, who would
assist in providing services for the project, requires Jefferson Parish Council approval and
requires submission of a new sworn affidavit.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED. THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE
ABOVE DATED MEETING OF THE BOARD
OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN
REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

RFP 0215

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing "Program Management services to assist the Parish in Grant Relationships with the Federal Emergency Management Agency (FEMA) and the Governor's Office of Homeland Security/Emergency Preparedness (GOHSEP)" for Jefferson Parish Department of Emergency Management, in accordance with the terms, conditions and specifications outlined in the Request for Proposal (RFP)

Request for Proposals will be received until 4:00 p.m. Local Time on: Wednesday, June 23, 2010.

(Type Name of Person Authorized to Sign)

(Company Name and **LA. License No.** if required)

(Street Address)

(City, State, Zip Code)

(Area Code) (Phone Number) (Area Code) (Fax Number)

(Signature of Person Authorized to Sign)

(Title of Person Authorized to Sign)

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

REQUEST FOR PROPOSAL

RFP 0215

Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing "Management services to assist the Parish in Grant Relationships with the Federal Emergency Management Agency (FEMA) and the Governor's Office of Homeland Security/Emergency preparedness (GOHSEP)" for the Jefferson Parish Department of Emergency Management Operations.

Evaluation Criteria:

Financial Proposal	100 Points
Technical Proposal	200 Points

1. FINANCIAL PROPOSAL (MAXIMUM OF 100 POINTS)

2. QUALIFICATIONS AND EXPERIENCE (MAXIMUM OF 100 POINTS)

- A. Specific Experience – similar or larger of services currently being provided. (70 points)
- B. Personnel – experience of management staff, experience in similar projects (10 points)
- C. Financial Profile of Company. (15 points)
- D. Audiovisual Services Capabilities – amount of available full-time, part-time Or temporary employees, etc. (5 points)

3. TECHNICAL APPROACH (MAXIMUM OF 100 POINTS)

- A. Scope of Services (35 points)
- B. Product Quality (35 points)
- C. Project Schedule (30 points)

TOTAL (Financial and Technical) Maximum Points of 300

REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE:

JEFFERSON PARISH PURCHASING DEPARTMENT
GENERAL GOVERNMENT BUILDING
200 DERBIGNY STREET, STE 4400
GRETN, LA 70053

UNTIL **4:00 P.M.** LOCAL TIME ON **Wednesday, June 23, 2010.**

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, in whole or part and waive informalities, pursuant to the law.

| Specifications are available gratis from: www.jeffparish.net/bids (click on Bid Downloads) or
Jefferson Parish Purchasing Department
General Government Building
200 Derbigny Street, Ste. 4400
Gretna, LA 70053
(504) 364-2678

Patricia Lassalle
Director
Purchasing Department

Rene' T. Poole, CPPB
Chief Buyer
Purchasing Department

**ADV. TIMES PICAYUNE OFFICIAL JOURNAL:
May 20, 27 and June 3, 2010**